

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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ADOMNI, INC., :  
Plaintiff, : Civil Action No. 1:23-cv-10338  
-against- :  
**COMPLAINT**  
CT MEDIA, LLC, :  
Defendant. :  
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Plaintiff Adomni Inc. (“Adomni”), by its undersigned counsel, as and for its Complaint, alleges as follows:

**THE PARTIES**

1. Plaintiff Adomni is a Delaware corporation with its principal place of business at 7120 Rafael Ridge Way, Las Vegas, Nevada 89119. Adomni operates a service that enables its clients to buy advertising space on digital out-of-home screens.
2. Upon information and belief, Defendant CT Media, LLC (“CTM”) is a Wyoming limited liability company with its principal place of business at 30 N. Gould St., Suite 12737, Sheridan, Wyoming 82801. Upon information and belief, CTM is a media managed services organization that is engaged in the purchasing of advertising space for its clients on digital out-of-home screens.

**NATURE OF PROCEEDING**

3. Adomni brings this action to recover damages suffered as a result of CTM’s material breach of an agreement between the parties pursuant to which CTM purchased, but failed to pay for, certain advertising space.

**JURISDICTION AND VENUE**

4. This Court has jurisdiction pursuant to 28 U.S.C. § 1332 based on diversity of citizenship, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1331 because CT Media is subject to personal jurisdiction here inasmuch as the agreement at issue between the parties provides that they irrevocably and expressly submit to the jurisdiction of United States federal courts located in New York City.

**FACTS**

6. Adomni and CTM entered into a Media Services Agreement (the “MSA”) effective as of April 7, 2023.

7. Pursuant to the MSA, Adomni agreed to make available to CTM a service through which CTM could purchase advertising inventory on digital out-of-home screens.

8. Pursuant to the MSA, Adomni agreed to invoice CTM, on a calendar monthly basis, for all impressions purchased during the prior calendar month.

9. Pursuant to the MSA, CTM agreed to pay all invoices within 60 days of the invoice date; provided, however, that if proceeds had not cleared to CTM from specific buyers for certain impressions placed in accordance with the MSA, CTM would not be responsible or liable for such payments until such time as the proceeds had cleared from the applicable buyers to CTM.

10. Pursuant to the MSA, CTM placed an insertion order with Adomni on behalf of one of CTM’s customers for an advertising campaign titled “Hershey – 2023 Equity Milk” (the

“Hershey Campaign”) to run on certain out-of-home screens between May 15, 2023 and July 9, 2023 at a total cost of \$675,000.

11. Adomni delivered the impressions called for in the insertion order on behalf of CTM’s buyer, and CTM’s buyer paid CTM the full amount owed for the Hershey Campaign.

12. Pursuant to the MSA, Adomni issued monthly invoices to CTM in June, July and August 2023 in the total amount of approximately \$675,000 for the impressions purchased during the preceding month in connection with the Hershey Campaign.

13. CTM never disputed the amounts reflected in the invoices or in any way challenged the fact that the invoices accurately reflected the advertising inventory that had been purchased by CTM and delivered by Adomni.

14. However, notwithstanding that CTM has received the proceeds from its buyer for the purchase of the Hershey Campaign, and was thus obligated under the MSA to pay Adomni’s invoices, CTM has never paid such invoices.

15. Instead, CTM directly contacted Adomni’s supply partner, Place Exchange, located in New York, New York, in order to determine the amount of money that Place Exchange was to receive from Adomni for the cost of the impressions placed in the Hershey Campaign once Adomni’s invoices to CTM were paid.

16. CTM had no direct contractual relationship with, or obligation to, Place Exchange with respect to the advertising inventory purchased by CTM.

17. Nevertheless, CTM paid \$535,916.55 directly to Place Exchange for the impressions placed in the Hershey Campaign so that CTM could then avoid paying Adomni the fee to which Adomni was entitled to retain for itself upon CTM’s payment of the invoiced amounts.

18. Despite Adomni's demands, CTM has refused to pay any funds to Adomni for the impressions placed in the Hershey Campaign, thereby damaging Adomni in the amount of \$139,083.45 (the difference between the \$675,000 invoiced to CTM pursuant to the MSA and the \$535,016.55 that CTM paid to Place Exchange and that Adomni would have been obligated to pay to Place Exchange itself had CTM paid the amounts owed to Adomni for the impressions placed in the Hershey Campaign).

**CLAIM FOR RELIEF**  
**(Breach of Contract)**

19. Adomni repeats and realleges the allegations set forth in paragraphs 1-18 above with the same force and effect as if set forth fully herein.

20. The MSA constitutes a valid and binding contract between Adomni and CTM.

21. Adomni has duly performed all of its obligations under the MSA.

22. CTM materially breached the MSA, as described above, by failing to pay Adomni the amounts invoiced pursuant to the MSA for CTM's purchase of advertising in the Hershey Campaign.

23. Adomni has been damaged as a result of CTM's breaches in the amount of \$139,083.45.

WHEREFORE, Adomni respectfully requests that judgment be entered as follows:

1. Awarding Adomni damages in the amount of \$139,083.45 plus pre-judgment interest from the date of CTM's breach.

2. Awarding Adomni all costs incurred in this action.

3. Granting Adomni such other and further relief as the Court deems just and proper.

Dated: New York, New York  
November 27, 2023

Respectfully submitted,

COWAN, LIEBOWITZ & LATMAN, P.C.

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